

Mark E. Andrews
State Bar No. 01253520
Aaron M. Kaufman
State Bar No. 24060067
COX SMITH MATTHEWS INCORPORATED
1201 Elm Street, Suite 3300
Dallas, Texas 75270
(214) 698-7800
(214) 698-7899 (Fax)
mandrews@coxsmith.com
akaufman@coxsmith.com

COUNSEL FOR CITY BANK, TEXAS

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:	§	
	§	CASE NO. 12-40594-11
MEECHAM HOSPITALITY, LLC,	§	
	§	Chapter 11
	§	
DEBTOR.	§	

AFFIDAVIT IN SUPPORT OF MOTION TO LIFT THE AUTOMATIC STAY

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Jim Goldston,
after being duly sworn, on oath stated as follows:

1. “My name is Jim Goldston. I am over 18 years of age, have never been convicted
of a crime of moral turpitude and have personal knowledge of the matters set out below.
2. “I am the Branch President for City Bank, Texas. As part of my job, I am
personally familiar with the loan files on the borrower we call Meecham Hospitality, LLC (the

“Debtor”). I am the officer at City Bank, Texas who is in charge of the relationship and have personal knowledge of the facts contained herein.

3. “The documents attached to this Affidavit are bank records which were made contemporaneously with the events described and as is the Bank’s normal practice, recorded by a person with knowledge.

4. “The borrower, Meecham Hospitality, LLC, approached us in 2008. At that time, the Borrower wanted a loan on a new Holiday Inn Express located in Tarrant County, Texas. We decided to make the loan. Attached to this Affidavit and incorporated herein as Exhibit “A” are the original Note, the Deed of Trust and Note Modification.

5. “In 2010, the Borrower again asked for funding and borrowed approximately \$800,000. True and correct copies of those Notes, deeds of Trust and related documents are attached hereto and incorporated herein as Exhibit “B”.

6. “Since the second borrowing, the hotel has performed, but it has remained in arrears to the taxing authority (property taxes) and has not generated enough cash flow to make any substantial erosion to the principal on the two notes. Moreover, I have learned through meetings with the Debtor that in addition to the money lent by City Bank, the Debtor had to obtain an equity infusion from Dr. Soni of approximately \$1.7 million.

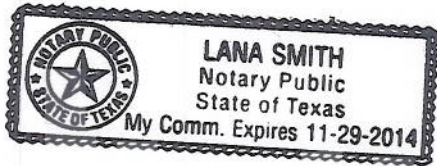
7. “As of the date of the petition, the Debtor owed City Bank \$11,548,359.26, plus interest of \$40,705.35 on Note 1 and \$839,823.82 on Note 2.


8. As the Branch President for City Bank, Texas, it is also my responsibility to order appraisals of the bank’s collateral from time to time. It is in this capacity that I ordered an appraisal of the property securing the Debtor’s obligations to City Bank. The most recent

appraisal, conducted since the Petition Date, shows that the fair market value of the bank's collateral is significantly lower than the amount owed by the Debtor.

9. "These records attached hereto are the originals or exact duplicates of the originals."

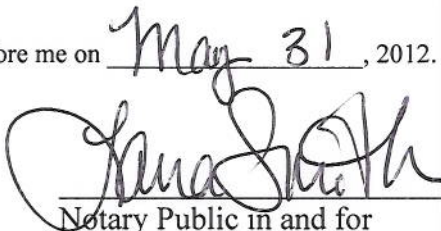
Further, the Affiant sayeth not.





Jim Goldston
Branch President of City Bank, Texas

SUBSCRIBED AND SWORN TO before me on May 31, 2012.



Notary Public in and for
The State of Texas